

APPENDIX – WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) to provision wireless E911 facilities and services requested by Ameritech Mobile Communications, Inc. on behalf of Milwaukee SMSA Limited Partnership and Madison Limited Partnership. (Carrier).
- 1.2 **SBC-13STATE** shall provide Wireless E911 facilities and services to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS, (ii) **SBC-13STATE** is the 911 service provider, and (iii) by submitting an order under the terms and conditions of this Appendix, Carrier represents that to the extent required by state or federal law it has negotiated with the E911 Authority as to the E911 service configuration and to the extent required by state or federal law will implement the resulting E911 service configuration.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.7 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.8 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service are contained in the applicable Pricing Exhibit and/or the applicable state access tariff where stated.

2. DEFINITIONS

- 2.1 "911 Call(s)" means a call made by a Carrier's end user, or by other callers on Carrier's network, by dialing "911" (and, as necessary, pressing the "Send" or analogous

transmitting button) on a Wireless Handset.

- 2.2 “Alternate PSAP” means a PSAP designated to receive calls when the primary PSAP is unable to do so.
- 2.3 “Automatic Location Identification” or “ALI” means the automatic display at the PSAP of the caller’s telephone number, the address or location of the telephone and supplementary emergency services information.
- 2.4 “Automatic Location Identification Database” or “ALI Database” means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.5 “Automatic Number Identification” or “ANI” means a telephone number associated with the access line from which a call originates.
- 2.6 “CAMA” means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.7 "Common Channel Signaling System 7 Trunk (CCS/SS7 Trunk or SS7 Signaling)" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier’s switch to an SBC-13STATE 911 Selective Routing Tandem.
- 2.8 “Call Back Number” means the MIN or MDN, whichever is applicable, of a Carrier’s Wireless end user who has made a 911 Call, which may be used by the PSAP to call back the Carrier Wireless end user if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.9 “Call path Associated Signaling” or “CAS” means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller’s location to the PSAP. CAS is not compatible with E911 Phase II service.
- 2.10 “Cell Sector” means a geographic area defined by Carrier (according to Carrier’s own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 “Cell Sector Identifier” means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12 “Cell Site/Sector Information” means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier’s end user, and which may also include additional information regarding a Cell Sector.
- 2.13 “Company Identifier” or “Company ID” means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

- 2.14 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.15 "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site or location of the caller. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.16 "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated as the administrative entity to manage a public emergency telephone system for emergency police, fire, and EMS services through the use of one telephone number, 911.
- 2.17 "E911 Service" means the functionality to route wireless 911 calls and the associated caller or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.18 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and SBC-13STATE 911 Tandem equipped to provide access to 911 services as technically defined in Bellcore Technical Reference GR145-CORE.
- 2.19 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.20 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.21 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific geographical area within a particular cellsite/sector coverage area of an emergency service zone. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.22 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, cell site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

- 2.23 “Emergency Service Routing Key” or (“ESRK”) is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (aka 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24 “Hybrid CAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 “Meet Point” means the demarcation between the **SBC-13STATE** network and the Carrier network.
- 2.26 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 “Mobile Identification Number” or “MIN” means a 34 bit binary number that a Wireless Handset transmits to identify itself to the wireless network.
- 2.28 “National Emergency Number Association” or “NENA” means the not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.29 “Non-Call path Associated Signaling” or “NCAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller’s location to the PSAP.
- Phase I – as defined in CC docket 94-102. Phase I data includes the call back number and the associated ALI of call origination.
- Phase II – as defined in CC Docket 94-102 Phase II data includes XY coordinates and call back number. A confidence factor and uncertainty value may be delivered upon request as part of the Phase II data.
- 2.30 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

- 2.31 “Pseudo Automatic Number Identification (pANI)” is a telephone number used to support routing of wireless 911 calls. It is used to identify the Cell site, cell sector, or PSAP to which the call should be routed.
- 2.32 “Selective Routing” or “SR” means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site and/or cell sector.
- 2.33 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall comply with all applicable laws and regulations regarding the provision of E911 services in those locales where **SBC-13STATE** is the E911 service provider. **SBC 13-STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** is the 911 service provider. This shall include the following:
 - 3.2 Call Routing
 - 3.2.1 Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system, where **SBC-13STATE** is the 911 network service provider.
 - 3.2.2 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
 - 3.2.3 In a phase I application, **SBC-13STATE** will forward the Phase I data as provided by the Carrier and in a Phase II application, **SBC-13STATE** will forward the Phase I and Phase II data as provided by the Carrier, where **SBC-13STATE** is the ALI Database Provider.
 - 3.3 Facilities and Trunking
 - 3.3.1 After receiving Carrier’s order, **SBC-13STATE** will provide trunks and services ordered by Carrier pursuant to compensation arrangements in Section 8.1. If Carrier orders facilities from SBC-13STATE, SBC will provide pursuant to the applicable state access tariff.
 - 3.3.2 To the extent SBC has compiled, but no less than what is required on an application by application basis to order and provision services and facilities, **SBC-13STATE** will provide in a timely fashion upon written request by Carrier, a description of the geographic area and PSAPs served by the E911 SR where **SBC-13STATE** is the 911 service provider.

3.3.3 **SBC-13STATE** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-13STATE** SR(s).

3.3.4 **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems from Carrier's facility meet point.

3.4 Database

3.4.1 Where **SBC 13-STATE** is the 911 Service Provider, and Carrier deploys a CAS or Hybrid-CAS Solution utilizing SBC 13-STATE E911 DBMS:

3.4.1.1 **SBC 13-STATE** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 SBC 13-STATE shall coordinate access to the **SBC-13 STATE** E911 DBMS for the initial loading and updating of Carrier ALI records.

3.4.1.3 **SBC 13-STATE's** ALI database shall accept electronically transmitted files that are based upon NENA Standards.

3.4.1.4 **SBC-13 STATE** will submit Carrier's ALI records in the E911 DBMS. **SBC-13 STATE** will then provide Carrier an error and status report. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier by **SBC-13 STATE**.

3.4.1.5 **SBC-13 STATE** shall provide the necessary Master Street Address Guide (MSAG) and monthly updates of said MSAG to Carrier, upon receipt of the initial MSAG from the appropriate E911 Authority.

3.4.1.5.1 MSAG shall contain information associated with Wireless E911 service to allow the upload of database records to support the deployment of a CAS or Hybrid CAS solution.

3.4.2 Where **SBC 13-STATE** is the 911 Service Provider, and Carrier deploys an NCAS solution,

3.4.2.1 Carriers designated third-party provider shall perform the above database functions.

3.4.2.2 **SBC-13 STATE** will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of shell ALI records.

4. CARRIER RESPONSIBILITIES

- 4.1 Carrier shall comply with all applicable laws and regulations regarding the provision of E911 services in those locales where **SBC-13STATE** is the E911 service provider.
- 4.2 Call Routing
 - 4.2.1 Carrier will route 911 calls from Carrier's MSC to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 network service provider.
 - 4.2.2 Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific cell site and sector, to the **SBC-13STATE** 911 SR, depending upon the Network Service Configuration.
- 4.3 Facilities and Trunking
 - 4.3.1 Carrier shall provide or order from **SBC-13STATE**, transport and trunk termination to **each necessary and appropriate SBC-13STATE** 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service. To place an order, Carrier shall submit the **appropriate SBC-13STATE** region specific form. The requirements of such form, however, shall not conflict with the terms and conditions of this Appendix, Pricing Exhibit or underlying Interconnection Agreement between the Parties.
 - 4.3.2 Carrier acknowledges that its Cell Sites and/or Cell Sectors in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its Cell Sectors to the proper E911 SR.
 - 4.3.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each necessary and appropriate **SBC-13STATE** 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service.
 - 4.3.4 In order to implement Phase II E911 service, Carrier, or Carrier's designated Third Party Representative, is responsible for ordering a 56K frame relay circuit from Carrier's MPC to the appropriate **SBC-13STATE** ALI server where **SBC-13STATE** is the designated ALI database provider. Such circuit may be ordered from **SBC-13STATE** affiliate or vendor of Carrier's choice.
 - 4.3.5 Carrier shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, Carrier shall augment its trunks.
 - 4.3.6 Carrier will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

- 4.3.7 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on Carrier's side of facility meet point. Carrier is responsible for advising **SBC-13STATE** of the trunk or facility identification and the fact that the trunk or facility is a 911 trunk or facility when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to Carrier if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.4 Database

- 4.4.1 Where **SBC-13 STATE** is the 911 Service Provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing SBC 13-STATE E911 DBMS:
- 4.4.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **SBC-13STATE**, for inclusion in **SBC-13STATE**'s DBMS on a timely basis.
- 4.4.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.
- 4.4.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the Service Provider.
- 4.4.1.4 Carrier is responsible for providing updates to **SBC-13STATE** ALI database; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.
- 4.4.2 Where **SBC 13-STATE** is the 911 Service Provider, and Carrier deploys an NCAS solution:
- 4.4.2.1 Carrier's designated third-party provider shall perform the above database functions.
- 4.4.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to **SBC-13STATE**, for inclusion in **SBC-13STATE**'s DBMS on a timely basis.
- 4.4.2.3 Carrier's third party agent shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.5 Other

- 4.5.1 SBC-13STATE is not responsible for collecting from Carrier or Carrier's customers and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.
- 4.5.2 Carrier shall notify the appropriate SBC-13STATE 911 Account Management or Project Management organization within thirty (30) days of receiving a valid request to provide E911 Phase II service in an area in which SBC-13STATE provides E911 service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 To the extent supported by industry standards,
 - 5.1.1 both Parties separately and individually are responsible for their respective appropriate diverse facilities,
 - 5.1.2 both Parties shall engineer their respective 911 trunks to a minimum P.01 grade of service as specified by NENA standards. However, the Parties acknowledge that P.01 may not always be attainable for either Party due to PSAP limitations.

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to such party or E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements carrying the force of law imposed by any Governmental Authority other than a Commission and. (iii) the terms and conditions of **SBC-13STATE**'s applicable state access tariff(s).

7. BASIS OF COMPENSATION

- 7.1 Carrier shall compensate SBC-13STATE for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis beginning on the effective date of the Amendment that incorporates this Appendix by reference ("Amendment Effective Date"). There shall be no true up or price adjustments for prices charged for wireless 911 implementations accomplished pursuant to agreement or tariff prior to the Amendment Effective Date. The prices in the Pricing Exhibit shall be considered interim in the states of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the relevant state has become effective. In addition, the parties agree that the methodology that has or will be used in developing any tariffs that allocate cost between carrier and relevant PSAPs will be the cost allocation methodology adopted by the Federal Communications Commission ("F.C.C.") in the Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated May 7, 2001 ("King County Letter") and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure*

Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington (FCC 02-146) "Order on Reconsideration", as may be amended. In the event that the final cost allocation methodology adopted in a particular state differs from that prescribed under the "King County Letter" and the "Order on Reconsideration" as may be amended by the F.C.C. on its own motion or by direction of a court of competent jurisdiction, the parties agree to true up or true down the amounts paid back to the Amendment Effective Date. Except as set forth above, in the event SBC-13STATE files a new or revised tariff after the Effective Date ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. The Pricing Exhibit contains a comprehensive list of trunks and services, the totality of which is all that is required by Carrier from SBC-13STATE for Carrier to provision E911 service pursuant to this Appendix and which forms the exclusive list of trunks and services for which SBC-13STATE may charge Carrier for provision of E911 service. Notwithstanding the above, a New Tariff approved by the Commission may modify such list from time to time. SBC-13 STATE shall provide notice of any such New Tariff filing in accordance with the requirements of any applicable state law. Additionally, in no way does the comprehensive and exclusive nature of the Pricing Exhibit negate non-E911 charges, including but not limited to service order charges, owed by Carrier to SBC-13STATE pursuant to the underlying interconnection agreement between the parties. Finally, the comprehensive and exclusive nature of the Pricing Exhibit does not negate any charges for the 56 kbps Frame Relay Circuit described in Section 4.2, should Carrier elect to purchase such circuit from an **SBC-13STATE** affiliate.

- 7.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and the **SBC-13-STATE** SR(s).

8. LIABILITY

- 8.1 **SBC-13STATE** shall not be liable to Carrier, its end users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 8.2 In the event Carrier provides E911 Service to **SBC-13STATE**, Carrier shall not be liable to **SBC-13STATE**, its end users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount

equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.

- 8.3 Carrier agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 8.4 Carrier also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 8.5 Notwithstanding the foregoing, the provisions set forth in Section 9 are not intended to create any third party beneficiaries nor are the provisions intended to expand the scope of liability of either party should Applicable Law in the state where service is being provided serve to limit the liability of 911 service providers or telephone companies in the provisioning, implementation, maintenance or administration of 911 service.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

PRICING EXHIBIT**MISSOURI PRICING – W911**

Trunk Charge per Trunk: USOC
Monthly \$ 85.00 Under development
Non-Recurring \$ 170.00 Under development
Facility rates can be found in the State Special Access Tariff

OKLAHOMA PRICING – W911

Trunk Charge per Trunk: USOC
Monthly \$ 33.22 Under development
Non-Recurring \$ 110.00 Under development
Facility rates can be found in the State Special Access Tariff.

KANSAS PRICING – W911

Trunk Charge per Trunk: USOC
Monthly \$ 22.86 Under development
Non-Recurring \$ 312.00 Under development
Facility rates can be found in the State Special Access Tariff.

ARKANSAS PRICING – W911

Trunk Charge per Trunk: USOC
Monthly \$ 22.86 Under development
Non-Recurring \$ 312.00 Under development
Facility rates can be found in the State Special Access Tariff.

TEXAS PRICING – W911

Trunk Charge per Trunk: USOC
Monthly \$ 39.00 MTG1X
Non-Recurring \$ 165.00 MTG1X
Facility rates can be found in the State Special Access Tariff.

CALIFORNIA PRICING – W911

Trunk Charge per Trunk:		<u>USOC</u>
Monthly	\$ 26.00	WSBUN
Non-Recurring		
Initial	\$ 856.00	WSBUN
Additional	\$ 741.00	WSBUN

Facility rates can be found in the State Special Access Tariff.

ILLINOIS PRICING – W911

Trunk Charge per Trunk:	
Monthly	\$ 19.99
Non-Recurring	\$ 610.45

Facility rates can be found in the State Special Access Tariff.

MICHIGAN PRICING – W911

Trunk Charge per Trunk:	
Monthly	\$ 19.81
Non-Recurring	\$ 496.18

Facility rates can be found in the State Special Access Tariff.

INDIANA PRICING – W911

Trunk Charge per Trunk:	
Monthly	\$ 26.64
Non-Recurring	\$ 770.97

Facility rates can be found in the State Special Access Tariff.

WISCONSIN PRICING – W911

Trunk Charge per Trunk:	
Monthly	\$ 26.29
Non-Recurring	\$ 737.59

Facility rates can be found in the State Special Access Tariff.

OHIO PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 28.72
Non-Recurring	\$ 436.62

Facility rates can be found in the State Special Access Tariff.

NEVADA PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 8.00
	\$ 0.50 per mile
Non-Recurring	\$ 175.07

Facility rates can be found in the State Special Access Tariff.

CONNECTICUT PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 14.39
Non-Recurring	\$ 0

Facility rates can be found in the State Special Access Tariff.